

B2100A (Form 2100A) (12/15)

# United States Bankruptcy Court

## Southern District Of New York

In re Lehman Brothers Holdings, Inc.,

Case No. 08-13555 (JMP)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).  
Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the  
transfer, other than for security, of the claim referenced in this evidence and notice.

Julius Baer & Co. AG

Name of Transferee

Banque Pictet & Cie SA

Name of Transferor

Name and Address where notices to transferee  
should be sent:

Patrik Roos  
Bank Julius Baer & Co. Ltd.  
Bahnhofstrasse 36  
CH-8010 Zurich, Switzerland

Court Claim # (if known) 64249.08

This is a partial transfer of  
claim. See attached  
Evidence of Transfer of  
Claim

Amount of Claim:

Date Claim Filed: 11/3/2009

Phone: + 41 58 887 7336

Last Four Digits of Acct #: n/a

Phone:

Last Four Digits of Acct #: n/a

Name and Address where transferee payments  
should be sent (if different from above):

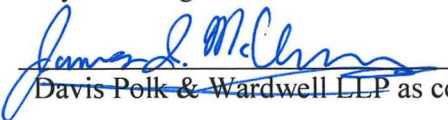
(same as above)

Phone:

Last Four Digits of Acct #:

I declare under penalty of perjury that the information provided in this notice is true and correct to the  
best of my knowledge and belief.

By:

  
Davis Polk & Wardwell LLP as counsel for Transferee

Date:

06/14/22

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN BROTHERS PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Banque Pictet & Cie SA (the "Transferor")** hereby unconditionally and irrevocably transfers and assigns to **Julius Baer and Co. AG (the "Transferee")** and Transferee hereby agrees to receive, as of the date of this agreement (the "Effective Date"),

(a) an undivided interest, to the extent of the Claim Amount specified in Schedule 1 attached hereto (the "Transferred Claim"), in Transferor's right, title and interest in and to or arising under or in connection with the portion of its **Claim Nr. 64249.08** filed by Transferor (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor (the "Debtor") in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP),

(b) all rights and benefits of Transferor relating to the Transferred Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Transferred Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Transferred Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other part, arising out of or in connection with the Transferred Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Transferred Claim, and (iv) any and all of Transferor's right, title and interest in, to and under the transfer agreements, if any, under which Transferor or any prior Transferor acquired the rights and obligations underlying or constituting a part of the Transferred Claim, but only to the extent related to the Transferred Claim, and any and all of Transferor's right, title and interest in, to and under any right or remedy of Transferor or any prior Transferor against any prior Transferor in respect of the Transferred Claim,

(c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and

(d) the security or securities (any such security, a "Transferred Security") relating to the Transferred Claim and specified in Schedule 1 attached hereto.

2. Transferor hereby waives any objection to the transfer of the Transferred Claims to Transferee on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or

applicable law, and consents to the substitution of Transferor by Transferee for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Transferee agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Transferor acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Transferor transferring to Transferee the Transferred Claims, recognizing Transferee as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Transferee.

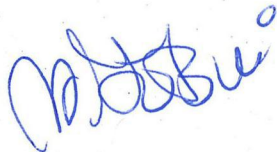
3. Transferor shall promptly (but in any event on no later than the second (2nd) business day (following receipt) remit any payments, distributions or proceeds received by Transferor in respect of the Transferred Claims to Transferee. Transferor shall transfer on the Effective Date to Transferee each Transferred Security to such account, via Euroclear or Clearstream (or similar transfer method), as Transferee may designate in writing to Transferor. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Transferred Security.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 25 MAY 2022

**Banque Pictet & Cie SA** \_\_\_\_\_

(Transferor)

By:



Name: Maureen Götschi

Title: Assistant Vice-President

By:



Name: Julien Boulin

Title: Assistant Vice-President

**BANQUE PICTET & CIE SA**

Address: Route des Acacias 60  
1211 Genève 73  
Suisse

**Julius Baer and Co. AG**  
(Transferee)

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By:

Name:

Title:

By:

Name:

Title:

Address: Bahnhofstrasse 36  
8010 Zurich  
Suisse

SCHEDULE 1

Lehman Programs Securities Related to Transferred Portions of Claim :

0

ISIN	Name of Security	Issuer	Court Claim #	Currency and nominal amount
XS0221564387	0 % LEHMAN BR.(BKT SHS)05/11 -DEF-	LEHMAN BROTHERS TREASURY	64249.08	USD 30'000 (thirty thousand)

SignatureNet



**Banque Pictet & Cie SA**

**Banque Pictet & Cie SA, Genève**

60, route des Acacias  
1211 Genève 73 - Suisse

**BOULIN Julien**

Fondé de Pouvoir  
Prokurist  
Assistant Vice President



#### **Zeichnungsregelung**

Die Verwalter, Direktoren, stellvertretenden Direktoren, Vizedirektoren und Prokuristen zeichnen kollektiv zu zweien untereinander oder mit einem Handlungsbevollmächtigten.

Die Handlungsbevollmächtigten zeichnen zusammen mit einem Verwalter, Direktor, stellvertretenden Direktor, Vizedirektor oder Prokuristen. Sie sind nicht bevollmächtigt, Wechselverbindlichkeiten zu zeichnen, weder untereinander noch mit anderen zeichnungsberechtigten Personen.

Für Formulkorrespondenz besteht in bestimmten Fällen eine besondere Unterschriftenregelung, die durch Aufdruck auf den betreffenden Formularen bekannt gegeben wird.

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Seite angezeigt für: Maureen GOETSCHI (mgoetschi)

Datensatz das letzte mal geändert am: 9. April 2019, 10:02:05 (UTC)



SignatureNet



**Banque Pictet & Cie SA**

**Banque Pictet & Cie SA, Genève**

60, route des Acacias  
1211 Genève 73 - Suisse

**GOETSCHI Maureen**

Fondé de Pouvoir  
Prokurist  
Assistant Vice President



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Seite angezeigt für: Maureen GOETSCHI (mgoetschi)

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